

# OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-01-R-0033

PURCHASE PROGRAM: 1.1B, 1.1D, 1.1I

THE ENCLOSED SOLICITATION COVERS THE PERIOD:

AEM  
**July 1, 2001** through **June 30, 2002** plus 30 day carry-over period.

To be timely, offers must be received at the Defense Energy Support Center by:  
1:00 P.M., LOCAL TIME, FEBRUARY 20, 2001

## INSTRUCTIONS:

1. One copy of this Certification Package must be returned to the Defense Energy Support Center as you offer. All documents to be completed and returned are contained in this Offeror Submission Package:

- X Standard Form 1449
- X Offer Schedule and Additives (Additives are for JP8 offers only)
- X Offer Information Sheet
- X All Applicable fill-in Clauses
- X DESC Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code
- X DESC-P Form 1, Small Business and Small Disadvantaged Business Subcontracting Plan

2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date the Standard Form 1449 in ink.

3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offeror Submission Package.

4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SC0600-010325/0326/0327</b>		<b>PAGE 1 OF 39</b>							
2. CONTRACT NUMBER		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-01-R-0033</b>		6.. SOLICITATION ISSUE DATE <b>January 19, 2001</b>						
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME <b>ROGER WILSON or ERIN RALPH /DESC-BZD</b>			b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9310 / 9298</b>		8. OFFER DUE DATE/ <b>February 20, 2001</b> @ 1:00 P.M. LOCAL TIME						
9. ISSUED BY  ATTN DESC BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222  SEE BLOCK 6 OF THE DD FORM 1707 FOR ADDRESS TO SEND OFFERS.  PP: <b>1.1b, 1.1d, 1.1i,</b>				SP0600  10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE    % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS  <input type="checkbox"/> 8(A) SIC: 2911-2  SIZE STANDARD: See Clause L2.05-2		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION  <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS					
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY			CODE					
				SEE BLOCK 9									
17a. CONTRACTOR / OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE				
TELEPHONE NO.				DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-CO-LSFA P.O. BOX 182317 COLUMBUS OH 43218-6250									
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE CLAUSE B1</b> <i>(Attach additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
						[ ] PARTIAL [ ] FINAL							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL				37. CHECK NUMBER			
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

<b>OFFEROR SUBMISSION PACKAGE</b>		
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<b>SEGMENT I</b>		
This segment applies to both domestic and foreign concerns offering on this solicitation.		
<b>SECTION F</b>		
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<b>SECTION G</b>		
<b>G9.06</b>	<b>ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DOMESTIC AND OVERSEAS) (DESC DEC 1999)</b>	<b>0SP-10</b>
<b>G9.07</b>	<b>ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)</b>	<b>0SP-10</b>
<b>G9.09-1</b>	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)</b>	<b>0SP-12</b>
<b>G9.11</b>	<b>DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION (MAY 1999)</b>	<b>0SP-14</b>
<b>SECTION J</b>		<b>0SP-15</b>
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<b>ATTACHMENT 1</b>	<b>TELEFACSIMILE ORDER FORMAT (DD FORM 1155)</b>	
<b>ATTACHMENT 2</b>	<b>TELEFACSIMILE RECEIVING REPORT (DD FORM 250/DD FORM 250-1)</b>	
<b>ATTACHMENT 3</b>	<b>REQUEST FOR ASSIGNMENT OF COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE</b>	
<b>ATTACHMENT 4</b>	<b>STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS (AUG 98)</b>	
<b>ATTACHMENT 5</b>	<b>DESC-P FORM 1, SMALL BUSINESS AND SMALL DISADVANTAGED SUBCONTRACTING PLAN</b>	

CLAUSE NO.	CLAUSE TITLE	PAGE
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<b>K1.05</b>	<b>OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)</b>	<b>0SP-21</b>
<b>K1.06</b>	<b>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)</b>	<b>0SP-22</b>
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<b>K28</b>	<b>REFINERY INFORMATION (BULK) (DESC JUN 1986)</b>	<b>0SP-23</b>
<b>K28.01</b>	<b>NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) (DESC MAR 1992) (REV)</b>	<b>0SP-24</b>
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<b>L2.07</b>	<b>EVIDENCE OF RESPONSIBILITY (DESC JAN 1998)</b>	<b>0SP-28</b>
<b>L205</b>	<b>COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)</b>	<b>0SP-29</b>

NOTE: Review the Schedule of Requirements located in the Addendum on Page **A-6 through A-14**, and complete the OFFER SCHEDULE, ADDITIVES (FOR JP8 OFFERS ONLY), and OFFER INFORMATION SCHEDULE:

**OFFER SCHEDULE**

ITEM	PRODUCT	QTY (USG)	MODE	(O) ORIG OR (D) DEST	SHIPPING/ FOB POINT*	OFFER UNIT PRICE (USD/USG) EFFECTIVE DEC 12, 2000

\* If offering FOB origin, put shipping point.

If offering FOB destination, put receiving activity location.

**ADDITIVES (FOR JP8 OFFERS ONLY)**

Please provide the cost of FSII: \_\_\_\_\_ at a concentration of 0.10-0.15 volume percent.

Does the unit price contain the cost of FSII:     Yes \_\_\_\_\_     No \_\_\_\_\_

Please provide the cost of corrosion inhibitor (CI): \_\_\_\_\_

Does the unit price contain the cost of CI:     Yes \_\_\_\_\_     No \_\_\_\_\_

Please provide the cost of SDA: \_\_\_\_\_

Does the unit price contain the cost of SDA:     Yes \_\_\_\_\_     No \_\_\_\_\_

JP8 will be evaluated with or without FSII, CI, and SDA, as applicable.

**OFFER INFORMATION SHEET**

1. State the minimum/maximum quantities for award by product and by shipping point for each method of delivery:

PRODUCT	MODE	SHIPPING POINT	MINIMUM QUANTITY (U.S. GALLONS)	MAXIMUM QUANTITY (U.S. GALLONS)

2. State the minimum/maximum quantities (parcel size) for each individual lift at each shipping point for each method of delivery by product:

PRODUCT	MODE	SHIPPING POINT	MINIMUM QUANTITY (U.S. BARRELS)	MAXIMUM QUANTITY (U.S. BARRELS)

3. State the maximum quantity available per month per product for each method of delivery and shipping point:

PRODUCT	MODE	SHIPPING POINT	MAXIMUM MONTHLY QUANTITY (USG)

**OFFER INFORMATION SHEET CONT'D**

4. State the minimum number of days between lifts per product for each method of delivery and shipping point per product (please state if there is no interval required between lifts):

PRODUCT	MODE	SHIPPING POINT	NUMBER OF DAYS BETWEEN LIFTS

5. Specify maximum ballast receiving capability for each shipping point:

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**NOTES:**

(1) FOR EVALUATION PURPOSES ONLY: DESC will add 5 days to offered tanker lift intervals and 3 days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. The Government reserves the right to schedule lifts in accordance with the lift intervals indicated in the Schedule of the resultant contract. If the evaluation of each item results in less total quantity than the total quantity offered for that item, then the Government may not award more than the evaluated total quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of total offered quantity for all items by all modes of delivery.

(2) Unless you define otherwise, lift interval is the time between when the vessel completes loading (released by the Government Inspector) until the Scheduled Delivery Date of the next lifting for a specific product.

(3) For companies offering FOB destination barge, the additional three (3) days that are added on the lift interval for evaluation purposes does not apply. In addition, offers FOB destination barge are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(4) For purposes of evaluation in accordance with Clause M24.03 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC DEC 1997), TANKER MILEAGE WILL BE COMPUTED AS FOLLOWS. For all requirements, the tanker mileage will be computed based on a tanker originating at Souda Bay, Crete, transiting to the offeror's refinery, transiting to the offload port for the requirement, and returning to Souda Bay, Crete.

(5) For evaluation of offers against requirements on the UK Pipeline (PL) system, a pipeline rate of \$0.000 (or no cost) will be considered for movement of product within the UK PL System. This is due to the fact that for the U.S. Government, use of the UK PL System is a fixed cost, and that does not change with the movement of the product.

6. Identify the mean low water (MLW) depth at the shipping point and the channel approach leading to the dock. (Identify the most restrictive point).

\_\_\_\_\_ (FEET)                      \_\_\_\_\_ (SHIPPING POINT)

Any water depth at mean low water of less than 38 feet (36 feet from Clause F52 plus 2 feet for safety allowance) for TANKER will receive a penalty.

7.

**FOR ALL NEW OFFERORS/NEW LOCATIONS OFFERED ONLY**

Please provide the map coordinates for your shipping point/refinery point.

\_\_\_\_\_ (MAP COORDINATES)

8. State your vessel length overall (LOA) restriction/capacity for each offer using FOB origin Barge or Tanker method of delivery for each shipping point:

LOA	MODE	SHIPPING POINT

Minimum LOA of 675 feet for TANKER lifts is required in order to accommodate vessels employed by the Government for FOB origin requirements specified in this solicitation.

9. Specify any other port restrictions that would apply to a vessel loading at the facility (i.e., height restrictions from vessel waterline to vessel manifold; vessel dead weight tonnage (DWT); requirements for inert gas systems; vapor control hook-ups; closed loading; and vessel inspections; daylight berthing only; etc.):

[illegible]



10. Specify operating hours for berthing and for loading at each shipping point:

Berthing:\_\_\_\_\_

Loading:\_\_\_\_\_

NOTES:

(1) Please see Clause F52.01 which provides the standards for accepting or rejecting a vessel. This clause will apply to all vessels utilized by DESC including spot charters.

(2) Any restriction is subject to the Government applying a transportation penalty for evaluation purposes. Any restriction not identified will not be considered when calculating laytime allowance (See Clauses F15/F52).

## **SEGMENT I**

This segment applies to both domestic and foreign concerns offering on this solicitation.

### **SECTION F**

#### **F29.01 CONTRACTOR ORDERING AGENTS (DFSC FEB 1995)**

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

(DFSC 52.216-9F16)

**SECTION G****G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

[ ] CHECKING TYPE 22

[ ] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(d) **CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) and (c) above.

(3) The Third Party Information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

**G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) **METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) **MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT.

However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.  
contract, and account number at the Contractor's financial agent.

- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

**G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS  
INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information , in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.**

Name: DESC BZD

Mailing Address: DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN RD, SUITE 4950  
FORT BELVOIR, VA 22060-6222

Telephone Number(s): (703) 767-9310/9298

Person(s) to Contact: Roger Wilson or Erin Ralph

Electronic Address: rwilson@desc.dla.mil, or eralph@desc.dla.mil,

(FAR 52.232-35)

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS**

<b>ATTACHMENT 1</b>	<b>TELEFACSIMILE ORDER FORMAT (DD FORM 1155)</b>
<b>ATTACHMENT 2</b>	<b>TELEFACSIMILE RECEIVING REPORT (DD FORM 250/DD FORM 250-1)</b>
<b>ATTACHMENT 3</b>	<b>REQUEST FOR ASSIGNMENT OF COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE</b>
<b>ATTACHMENT 4</b>	<b>STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS (AUG 98)</b>
<b>ATTACHMENT 5</b>	<b>DESC-P FORM 1, SMALL BUSINESS AND SMALL DISADVANTAGED SUBCONTRACTING PLAN</b>



**SECTION K****K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)  
(JUN 1999/OCT 1998)****(a) DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

**(3) Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(3) TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

**(4) TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: \_\_\_\_\_.

**(5) COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is  
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- ☐ is  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

- ☐ is  
☐ is not

a women-owned small business concern.

**NOTE:** Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN).** (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

- ☐ is

a woman-owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it--

- ☐ is  
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gr0SPs revenue for the last 3 fiscal years (check the Average Annual Gr0SPs Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GR0SPS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskim0SP, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore,

Brunei, Japan, China, Taiwan, LaOS, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

**(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are  
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have  
☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.  
(FAR 52.212-3/Alt I)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

- (b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
  - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.
- (DFARS 252.212-7000)

#### **K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

#### **K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)**

##### **(a) DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Fuel Supply Center (DFSC) may utilize EDI for certain documents in contracts awarded under this solicitation. DFSC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DFSC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DFSC.

(d) Upon submission of the following data, DFSC will forward a TPA to the Contractor for execution:

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_

(5) VAN Service Provider(s): \_\_\_\_\_

(6) Provide information for the following fields:

ISA07      Company Qualifier      \_\_\_\_\_

ISA08      Company Value      \_\_\_\_\_

GS03      Company Value      \_\_\_\_\_

(7) Please identify:

Element Separator:      \_\_\_\_\_

ub-element Separator:      \_\_\_\_\_

Segment Terminator:      \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DFSC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DFSC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DFSC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

#### **K28      REFINERY INFORMATION (BULK) (DFSC JUN 1986)**

Offerors are required to submit the following information on each item offered. Dealers should indicate the producing company and manufacturing point of the product on which they are offering. All such information shall be received by the Defense Fuel Supply Center at time of initial offer.

**COMPLETE ADDRESS (INCLUDING NAME OF REFINERY/SHIPPING POINT, STREET ADDRESS, CITY, COUNTY, STATE AND ZIP CODE, TELEPHONE NO., AND NO. OF EMPLOYEES AT EACH SHIPPING POINT):**

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(DFSC 52.208-9F04)



**K28.01 NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) (DFSC MAR 1992) (REV)**

As required by the TANKER DEMURRAGE AND LOADING CONDITIONS clause and/or the BARGE DEMURRAGE AND LOADING CONDITIONS clause, when Government vessel loadings are involved, offerors shall submit the following information for each port offered:

PORT: \_\_\_\_\_

NOTIFICATION TELEX NUMBER: \_\_\_\_\_

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998)****(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

**(4) RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is --

\_\_\_\_\_  
(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for th0SPe affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)****(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not discloSPe the beneficial owner;

(ii) Holding a management p0SPition in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**K86 FOREIGN TAXES (DFSC JUN 1987)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DFSC 52.229-9F16)

## SECTION L

### **L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)**

#### **(a) NORTH AMERICAN INDUSTRIAL CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE**

**STANDARD.** The NAICS code for this acquisition is 324110. The small business size standard is 1,500 employees nor more than 75,000 barrels per day capacity of petroleum-based inputs, including crude oil or bona fide feedstocks. Capacity includes owned or leased facilities as well as facilities under a processing agreement or an arrangement such as an exchange agreement or a throughput. The total product to be delivered under the contract must be at least 90 percent refined by the successful bidder from either crude oil or bona fide feedstocks. However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

**(b) SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the certification package;
- (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;

(11) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

(12) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(13) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

**(c) PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**(d) PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

**(e) MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

#### **(f) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) **CONTRACT AWARD (not applicable to Invitations for Bids).**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(i) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 EAST L'ENFANT PLAZA SW, SUITE 8100  
WASHINGTON DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)  
BUILDING 4 SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5094  
TELEPHONE: (215) 697-2667/2179  
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**/DESC 52.212-9F05)

## **L2.07 EVIDENCE OF RESPONSIBILITY (DFSC JAN 1998)**

(a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.

(b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.

(c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify--

(1) The volumes to be supplied;

(2) The specification(s) of product(s) to be supplied;

(3) The points of delivery and period of contract performance;

(4) The escalation provision(s) applicable to products to be supplied; and

(5) The supplier's delivery and inspection terms and conditions.

(d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.

(e) Failure to comply with the above provisions may result in a determination of non-responsibility by the Contracting Officer.

**L205        COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

**ATTACHMENT 1**DD 1155

UNCLAS - \_\_\_\_\_. Subj: Submission of DD 1155's.  
In accordance with Clause G150.05, the following order is submitted.

- A. Contract Number: \_\_\_\_\_
- B. Contractor: \_\_\_\_\_
- C. (1) Order No.: \_\_\_\_\_
- (2) Purchase Request No.: \_\_\_\_\_
- D. Date of Order: \_\_\_\_\_
- E. Clin: \_\_\_\_\_
- F. NSN: \_\_\_\_\_
- Name/Grade of Product: \_\_\_\_\_
- G. Quantity Ordered: \_\_\_\_\_
- H. Unit of Issue: \_\_\_\_\_
- I. Unit Price: \_\_\_\_\_
- J. Total Dollar Value: \_\_\_\_\_
- K. Appropriation/Fund Code/Signal Code: \_\_\_\_\_
- L. Method of Delivery: \_\_\_\_\_
- M. Name/Title of Contracting Officer: \_\_\_\_\_
- N. Confirming DD 1155 mailed this date.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 2**DD 250/DD 250-1

UNCLAS - \_\_\_\_\_. Subj: Submission of DD 250.

In accordance with Clause G150.05, the following is submitted as a receiving report.

- 1a. Contract Number: \_\_\_\_\_
- b. Contractor: \_\_\_\_\_
- c. (1) Order Number: \_\_\_\_\_  
 (2) Purchase Request: \_\_\_\_\_
- d. Shipment Number: \_\_\_\_\_
- e. Date Shipped: (1) \_\_\_\_\_ Date Commenced Loading: \_\_\_\_\_  
 (2) Date Completed Loading: \_\_\_\_\_
- f. Discount Terms: \_\_\_\_\_
- g. Clin: \_\_\_\_\_
- h. NSN: \_\_\_\_\_
- i. Name/Grade of Product: \_\_\_\_\_
- j. Quantity Accepted: \_\_\_\_\_
- k. Unit of Issue: \_\_\_\_\_
- l. Unit Price: \_\_\_\_\_
- m. Total Dollar Value: \_\_\_\_\_
- n. Appropriation/Fund Code/Signal Code: \_\_\_\_\_
- o. Method of Delivery: \_\_\_\_\_
- p. Name/Title of Accepting Gov't Rep.: \_\_\_\_\_
- q. Confirming DD 250 mailed this date.
2. Remarks: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



**ATTACHMENT 3**

PLEASE COMPLETE ALL BLOCKS

NEW CAGE REQUEST ☐ [ ]  
 OR  
 CHANGE REQUEST ☐ [ ]

**REQUEST FOR CAGE CODE**

Requester's Name: DFSC- Phone No.: <div style="text-align: right;">#1</div>	Type of Case Requested [X one]: a. Contracting <input type="checkbox"/> [ ] b. Cataloging <input type="checkbox"/> [ ] Exception Codes: a. CAO <input type="checkbox"/> [ ] b. ADP <input type="checkbox"/> [ ] Previously Assigned Cage: <hr/> <div style="text-align: right;">#2</div>
Company Name [+Branch/Div/etc.]   Address [Street/City/State/Zip]   Address of PO Box/City/State/Zip if different from above   Bidder Code: Phone No.: Point of Contact: <div style="text-align: right;">#3</div>	If firm previously operated under other name(s) or other address(es), specify the previous name(s) and/or address(es). Use Remarks Section if necessary.    <div style="text-align: right;">#4</div>
Parent Company and Affiliated Firms [X one, and complete as applicable] <input type="checkbox"/> [ ] a. None <input type="checkbox"/> [ ] b. Currently affiliated w/ other firms [list names, etc., in Remarks Section] <input type="checkbox"/> [ ] c. Previously affiliated w/other firms [list name, etc., in Remarks Section] <div style="text-align: right;">#5</div>	Primary Business Category [X one] <input type="checkbox"/> [ ] a. Manufacturer <input type="checkbox"/> [ ] b. Dealer/Distributor <input type="checkbox"/> [ ] c. Construction Firm <input type="checkbox"/> [ ] d. Service Company <input type="checkbox"/> [ ] e. Sales Officer <input type="checkbox"/> [ ] f. Other [Specify]: <hr/> <div style="text-align: right;">#6</div>
Disadvantaged Business Status [X one]: <input type="checkbox"/> [ ] a. Approved by SBA Sec 8[a] <input type="checkbox"/> [ ] b. Other Disadvantaged Small Business Firm <input type="checkbox"/> [ ] c. Not Disadvantaged Small Business Firm <div style="text-align: right;">#7</div>	Number of Employees: Taxpayer ID No.: Standard Industrial Classification (SIC) Code(s), maximum of four:  a. Primary _____ _____ _____ _____ b. Other <div style="text-align: right;">#8</div>
Women-Owned Business [X one]: <input type="checkbox"/> [ ] Yes <input type="checkbox"/> [ ] No <input type="checkbox"/> [ ] Uncertified Type of Business <input type="checkbox"/> [ ] a. Partnership <input type="checkbox"/> [ ] b. Nonprofit Organization <input type="checkbox"/> [ ] c. Individual <input type="checkbox"/> [ ] d. Corporation <div style="text-align: right;">#9</div>	Remarks: MDIS Inquiry Completed <input type="checkbox"/> [ ] [ini] Microfiche check completed <input type="checkbox"/> [ ] [ini] Action finalized and returned to requested _____ [Date]  Cage Code # _____ <div style="text-align: right;">#10</div>

**ATTACHMENT 4****STANDARDIZED FORMAT FOR USE IN THE  
PREPARATION OF PRODUCT TEST REPORTS****GENERAL INSTRUCTIONS  
AUG 1998**

These instructions are designed for use as a guide in preparing/formatting test reports in a consistent manner. Computer generated or typed reports are acceptable; however, there should be no handwritten entries. This restriction will facilitate scanning or imaging. A Standardized Test report format is provided at Figure I and includes all tests approved by product specification for refined products including non-aviation fuels. If a test code does not appear for a specification or contract approved method, contact the Defense Energy Support Center (DESC) at commercial (703) 767-8356. This standard report format will be incorporated into future Electronic Data Interchange (EDI) transmission of test result data.

The ASTM Aviation Turbine Fuel Report Form found in ASTM Method D-1655 was used as a template for the expanded "generic" standard test report form for other refined products. The codes containing an alpha character indicate alternative methods used to measure a property or characteristic. A numeric change of "1" unit indicates one or more measurements, ratings or test conditions which can be reported for a particular method. All measurement are in metric units, except for the API gravity at 60°F.

The use of this code provides flexibility in adding or deleting test methods while not affecting other existing methods and eliminating the need for additional programming. For example, an ASTM method may have an equivalent ISO or other method. If the ASTM test method number is used as a reference, the ISO equivalent may be lost unless new programming is established to make it a choice. With the code, the equivalency will continue without any additional programming. Another example is adding a new test method for Freezing Point. There are currently 3 methods (300A-C) for measuring the characteristic of freezing point. The new method would be assigned the code "300D" and would be available immediately as an alternative method for determination of freezing point while retaining the old methods without having to do much re-programming.

Each test report should be tailored to include only those rows of information that are applicable to the specific product being tested and the methods used to evaluate each property. Select only those methods authorized by the product specification unless otherwise stated in the contract. The code used should be limited to the actual test method used for a particular analysis. If an analysis is performed which is not cited by the specification, report the result, units and method used at the bottom of the report.

**DETAILED INSTRUCTIONS FOR THE STANDARD TEST REPORT FORMAT (FIGURE 1)**

Items 2-8: Do not include the underline mark as space holders.

Item 2C: Only the two position state code should be reported for USA locations.

Item 6A: Record the basic slate of crudes from which this product is derived.

Item 6B: Annotate with the refining process(es) used in the production of this product (e.g., Atmospheric Distillation; Mild Hydrogenation, Hydrocracking, etc)

Item 8: Report the quantity in US Gallons shipped from the above batch in the above tank. This entry should be represent the entire quantity of fuel shipped from that tank, summed over the number of liftings from that tank.

Item 601,602 and 603: The JFTOT test, although done using one ASTM test method, can be performed at different temperatures. The specifications all cite 260°C, with options for other temperatures. If the temperature of the test is 260°C, then report the "B" series of 601-603. If an alternate is used, then report the "A" series of 601-604, with item 604A reporting the alternative temperature.

Item 750: Use this item to report the result of the Water Separometer Index - Modified (WSIM) which contains the contractually agreed to additives required to be present for this test.

## ATTACHMENT 4 (CONT'D)

Item 751: This code for this item describes what additives were present in the fuel sample tested for WSIM and for which the result was reported in Item 750. Each code value represents a combination of the five additives possible in jet fuel. The codes and corresponding combinations are found in Table A below.

Item 750X: This item is used to report the special hand blend of all additives which are required by the fuel specification, regardless of whether or not the additives are required by contract. These additives include anti-oxidant, corrosion inhibitor, fuel system icing inhibitor, static dissipater additive and, if permitted by contract, metal deactivator. The result for this special test is a report only and is used as a base line in determining if the time and/or place of additive injection affects fuel quality. Use this item only if required by the contract. This reporting requirement is in addition to other reporting requirements for WSIM.

Item 800: For Antioxidants, the 800-series codes refer to formulation. The formulations are defined in Jet Fuel specifications for JP4, JP5 and JP8. Provide code for formula in 800 and enter the brand name as code 801.

Items 802, 811, 821, 831 and 841: These codes indicate when an additive was injected during the procurement process. It is a one-character field and is "S" if the additive was put blended into the shipping tank, is "I" if the additive was line injected, or blank if the additive was not blended at the refinery or terminal location.

**Table A**

<u>Code</u>	<u>Additives</u>	<u>Code</u>	<u>Additives</u>	<u>Code</u>	<u>Additives</u>	<u>Code</u>	<u>Additives</u>	<u>Code</u>	<u>Additives</u>
01	Neat	07	AO/CI	13	CI/MDA	19	AO/CI/MDA	25	FSII/SDA/MDA
02	AO	08	AO/FSII	14	FSII/SDA	20	AO/FSII/MDA	26	AO/CI/FSII/SDA
03	CI	09	AO/SDA	15	FSII/MDA	21	AO/FSII/SDA	27	AO/FSII/SDA/MDA
04	FSII	10	AO/MDA	16	MDA/SDA	22	AO/SDA/MDA	28	CI/FSII/SDA/MDA
05	SDA	11	CI/FSII	17	AO/CI/FSII	23	CI/FSII/SDA	29	AO/CI/FSII/SDA/MDA
06	MDA	12	CI/SDA	18	AO/CI/SDA	24	CI/FSII/MDA		

**FIGURE I - STANDARD TEST REPORT FORMAT**

1 REPORT DATE: (MM/DD/YY)\_\_\_\_\_

2A CONTRACTOR: \_\_\_\_\_

2B REFINERY CITY: \_\_\_\_\_

2C STATE/COUNTRY: \_\_\_\_\_

3A CONTRACT NUMBER: (SPO600-YY-D-NNNN)\_\_\_\_\_

3B CONTRACT LINE ITEM NUMBER: \_\_\_\_\_

4A TANK NUMBER: \_\_\_\_\_

4B BATCH NUMBER: \_\_\_\_\_

4C SAMPLE NUMBER: \_\_\_\_\_

5 PRODUCT: \_\_\_\_\_

6A CRUDE OIL SOURCE: \_\_\_\_\_

6B CRUDE PROCESSING TECHNIQUE: \_\_\_\_\_

7 SHIPPED TO: \_\_\_\_\_

8 QUANTITY SHIPPED TO DFSC: \_\_\_\_\_ USG

**APPEARANCE**

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
010A	D-156	Saybolt Color	1-Color	030	D-1500	ASTM Color	0.5-Color
010B	D-6045	Saybolt Color, Tristim	1-Color	030B	D-6045	ASTM Color, Tristim	0.5-Color
020	D-4176	Visual appearance	Pass/Fail				

## ATTACHMENT 4 (CONT'D)

**COMPOSITION**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
100A	D-664	Total Acid Number - Potent.	mg KOH/g	160A	D-3343	Hydrogen Content	mass %
100B	D-974	Acid Number - Color Titrat.	mg KOH/g	160B	D-3701	Hydrogen Content - NMR	mass %
100C	D-3242	Acidity in Aviation Fuels	mg KOH/g	160C	D-4808	Hydrogen Cont LoRes NMR	mass %
100D	D-3339	Acid Number, Semi-Micro	mg KOH/g				
101	IP-182	Inorganic Acid Number	mg KOH/g	170A	D-3237	Lead in Gasoline by AA	g/L
102	FTM-5101	Neutrality	Method	170B	D-3341	Lead in Gasoline by ICl	g/L
				170C	D-5059	Lead in Gasoline by X-Ray	g/L
110	D-1319	Aromatics	vol%				
115	D-1319	Olefins	vol%	180	D-4815	Ethers and Alcohols by GC	mass %
120	D-1840	Naphthalene	vol%	190	D-3605	Trace Metals - Calcium	mg/L
125	D-4420	Benzene	vol%	191	D-3605	Trace Metals - Lead	mg/L
				192	D-3605	Trace Metals - Na & K	mg/L
130	D-3227	Mercaptan Sulfur	mass %	193A	D-3605	Trace Metals - Vanadium	mg/L
140	D-4952	Doctor Test	Pass/Fail	193B	ISO124597	Trace Metals - Vanadium	mg/L
				195	D-3703	Peroxide Content	mg/kg
150A	D-129	Sulfur by Oxygen Bomb	mass %				
150B	D-1266	Sulfur by Lamp	mass %				
150C	D-1552	Sulfur - Furnace	mass %				
150D	D-2622	Sulfur by X-Ray Spec	mass %				
150E	D-3120	Trace Sulfur	ppm				
150F	D-4294	Sulfur by X-Ray Flour	mass %				
150G	D-5453	Sulfur by UV	ppm				

**VOLATILITY**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
200A	D-86	Distillation by Auto/Manual		220A	D-56	Flash Point - Tag	°C
200B	D-2887	Distillation by GC		220B	D-93	Flash Point - P/M	°C
201		Initial Boiling Point	°C	220C	D-3828	Flash Point - Seta, Method A	°C
202		10% Recovered	°C	220D	D-3828	Flash Point - Seta, Method B	°C
203		20% Recovered	°C	220E	IP-170	Flash Point - Abel	°C
204		50% Recovered	°C	221	D-3828	Flash Point - Seta Pass/Fail	Pass/Fail
205		85% Recovered	°C				
206		90% Recovered	°C	230A	D-1298	Density @ 15°C - Hydrom	kg\ L
207		95% Recovered	°C	230B	D-4052	Density @ 15°C - Digital	kg\ L
208		Evaporated @ 70°C	vol%	231A	D-1298	API Gravity @ 60°F	°API
209		Evaporated @ 100°C	vol%	231C	D-287	API Gravity @ 60°F	°API
210		Evaporated @ 180°C	vol%	240A	D-323	RVP	kPa
211		Final Boiling Point	°C	240B	D-4953	Vapor Press - Dry Meth	kPa
212		% Recovered	vol%	240C	D-5190	Vapor Press - Automatic	kPa
213		% Residue	vol%	240D	D-5191	Vapor Press - Mini Meth	kPa
214		% L0SPs	vol%	240E	D-5482	Vapor Press - Mini -Atm	kPa
215		% Residue + L0SPs	vol%	250A	D-2533	V/L Ratio - Buret	Unit@°C
			250B	D-5188	V/L Ratio - Evac Chamb	Unit@°C	
			260	STANAG	7090 - Vapor Lock Index		

## ATTACHMENT 4 (CONT'D)

**FLUIDITY**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
300A	D-2386	Freezing Point	°C	310	D-445	Viscosity	cSt
300B	D-5901	Freezing Point	°C	311	D-445	Viscosity Temperature	°C
300C	D-5972	Freezing Point	°C	320	D-2500	Cloud Point	°C
				330	D-97	Pour Point	°C

**COMBUSTION**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
400A	D-240	Net Heat by Bomb	MJ/kg	410	D-1740	Luminometer Number	Unit
400B	D-1405	Net Heat (Anal-Grav(°F),S)	MJ/kg	420	D-1322	Smoke Point	mm
400C	D-3338	Net Heat (Aromat,API,Dist,S)	MJ/kg	430	D-482	Ash Content	mass %
400D	D-4529	Net Heat (Dens-Anal(°C),S)	MJ/kg	440A	D-189	Conradson Carbon Res	mass %
400E	D-4809	Net Heat by Bomb -Precision	MJ/kg	440B	D-524	Ramsbottom Carbon Res	mass %
400F	D-4868	Net and Gross Heats	MJ/kg	440C	D-4530	Carbon Residue - Micro	mass %

**CORROSION**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
500	D-130	Copper Strip Corrosion	Method	510	IP-227	Silver Strip Corrosion	Method

**STABILITY**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
601A	D-3241	Pressure Change @ Other T	mm Hg	610	D-525	Oxidation Stability -Gasoline	minute
602A	D-3241	Visual Rating @ Other T	Method	620A	D-2274	Accelerated Stability	mg/100mL
603A	D-3241	Spun Rating @ Other T	Method	620B	D-5304	Accelerated Stab - O <sub>2</sub> Opres	mg/100mL
604A		JFTOT Temperature	°C				
601B	D-3241	Pressure Change @ 260°C	mm Hg				
602B	D-3241	Visual Rating @ 260°C	Method				
603B	D-3241	Spun Rating @ 260°C	Method				

**CONTAMINANTS**

<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>	<b>Code</b>	<b>Method</b>	<b>Test</b>	<b>Unit</b>
700	IP-225	Copper Content	ppb	760	D-4814	Phase Separation (Haze)	°C
710	D-381	Existent Gum	mg/100mL	761	D-4814	Phase Separation (Sep)	°C
711	D-381	Washed Gum	mg/100mL	770	D-1401	Demulsification @ 25°C	minutes
2276	Particulate Cont		mg/L	780A	D-1796	Water & Sed	vol%
720B	D-5452	Particulate Cont	mg/L	780B	D-2709	Water & Sed	vol%
730	Annex	Filtration Time	minutes	781	D-95	Water by Distillation	vol%
				782	D-473	Sediment by Extraction	mass %

## ATTACHMENT 4 (CONT'D)

740	D-1094	Water Reaction - Interface	Method	795	SW-846	EPA Metals - As	Method	741	D-
1094		Water Reaction - Separation	Method	796	SW-846	EPA Metals - Cd	Method		
742	D-1094	Water Reaction - Vol Chng	Method	797	SW-846	EPA Metals - Cr	Method		
				798	SW-846	EPA Metals - Pb	Method		
750	D-3948	WSIM	Method	799	SW-846	Total Halogens	Method		
751		Additives Present (See Note)	(List A)						
750X	D-3948	WSIM - Special (See Note)	Method						

**ADDITIVES**

Code	Additive	Brand/Formula	Unit	Code	Additive	Brand	Unit
800A	Antioxidant	2,6-Di-t-Bu-4-MePhenol	mg/L	840A	Corr Inhibitor	PRI-19	mg/L
800B	Antioxidant	6-t-Bu-2,4-diMePhenol	mg/L	840B	Corr Inhibitor	DCI-4A	mg/L
800C	Antioxidant	2,6-Di-t-butylphenol	mg/L	840C	Corr Inhibitor	DCI-6A	mg/L
800D	Antioxidant	Mixture (75/25)	mg/L	840D	Corr Inhibitor	HITEC 580	mg/L
800E	Antioxidant	Mixture (72/28)	mg/L	840E	Corr Inhibitor	Petrolite NC-351	mg/L
801	Additive Injection Point		(Note)	840F	Corr Inhibitor	NALCO 5403	mg/L
				840G	Corr Inhibitor	TOLAD 3220	mg/L
				840H	Corr Inhibitor	UNICOR J	mg/L
				840I	Corr Inhibitor	IPC-4410	mg/L
810A	Metal Deactivator (DMD)		mg/L	840J	Corr Inhibitor	IPC-4445	mg/L
810B	Metal Deactivator (DMD-2)		mg/L	840K	Corr Inhibitor	MOBILAD F800	mg/L
811	Additive Injection Point		(Note)	840L	Corr Inhibitor	NALCO 5405	mg/L
				840M	Corr Inhibitor	NUCHEM PCI-105	mg/L
820	Conductivity Improver		mg/L	840N	Corr Inhibitor	TOLAD 249	mg/L
821	Additive Injection Point		(Note)	840O	Corr Inhibitor	WELCHEM 91120	mg/L
				840P	Corr Inhibitor	SPEC-AID 8021	mg/L
830A	FSII (D-5006)		vol%	840Q	Corr Inhibitor	RPS 613	mg/L
830B	FSII (FTM-5327)		vol%	841	Additive Injection Point		(Note)
830C	FSII (FTM-5340)		vol%				
830D	FSII (FTM-5340) - EGME		vol%				
831	Additive Injection Point		(Note)				

**OTHER TESTS**

Code	Method	Test	Unit	Code	Method	Test	Unit
900	D-2624	Conductivity	pS/m	920A	D-2699	Research Octane Number	Method
901	D-2624	Temperature at Measurement	°C	920B	D-2885	Research Octane Number	Method
910A	D-976	Calc Cetane Index - 2 Var	Method	921A	D-2700	Motor Octane Number	Method
4737		Calc Cetane Index - 4 Var	Method	921B	D-2885	Motor Octane Number	Method
911	D-613	Cetane Number	Method	930	D-611	Aniline Point	°C

## ATTACHMENT 5

SMALL BUSINESS SUBCONTRACTING PLAN	
<b>OFFEROR:</b>   (* = Continue on separate sheets if necessary.) (** = Is not applicable with commercial Plan.)	Solicitation No.: <u>SP0600-00-R-0033</u> <b>NOTE:</b> If a plant or division-wide Master Plan is being incorporated by reference, place 'X' in box and complete Part I (A thru I) and Part IV only. <span style="float: right;">ø</span>  Date of Plan _____ (Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)
<b>PART I SUBCONTRACTING GOALS:</b>  A. Total dollars planned to be subcontracted: \$ _____ B. Total dollars planned to be subcontracted to small business concerns: \$ _____ C. Total dollars planned to be subcontracted to HUBZone small business concerns: \$ _____ D. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____ E. Total dollars planned to be subcontracted to women-owned small business concerns: \$ _____  F. Percentage of total subcontracting dollars for the use of small businesses: _____ % G. Percentage of total subcontracting dollars for the use of HUBZone small businesses: _____ % H. Percentage of total subcontracting dollars for the use of small disadvantaged businesses: _____ % I. Percentage of total subcontracting dollars for the use of women-owned small businesses: _____ %	
<b>J. Principal types of supplies and services to be subcontracted:</b> (Indicate types planned for subcontracting to (i) small business, (ii) HUBZone small business, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.) (*)	
<b>K. Describe method used to develop these goals (e.g., Based on procurement history, available resources, etc.)(*)</b>	
<b>L. Were indirect costs included in establishing these goals?</b> <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) HUBZone small business concerns, (3) small disadvantaged business concerns, and (4) women-owned small business concerns: (*)	
<b>PART II – SUBCONTRACTING PROCEDURES:</b>  A. Name of the individual who will administer the offeror's subcontracting program: _____ Include a brief description of this individual's duties: _____	
<b>B. Describe methods used to identify potential sources for solicitation purposes:</b> (indicate with an "X" those that apply) _____ Existing company source lists <span style="float: right;">OTHER: _____</span> _____ SBA Procurement Marketing & Access Network (PRO-Net) _____ SBA list of certified Small Disadvantaged Business Concerns _____ National Minority Purchasing Council Vendor Information Service _____ Dept. of Commerce Research and Information Division of Minority Business Development Agency _____ Small, HUBZone small, small disadvantaged, and women-owned small business concerns trade associations	
<b>PART III – SUBCONTRACTING PLAN MANAGEMENT:</b> Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted: (Indicate acknowledgment of compliance by annotating "X" in appropriate blocks.)  <input type="checkbox"/> A. Contractor will assist small, HUBZone small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.  <input type="checkbox"/> B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small, HUBZone small, small disadvantaged, and women-owned small business concerns an opportunity to compete over a period of time	

HUBZone small, small disadvantaged, and women-owned small business concerns an opportunity to compete over a period of time.

ÿ C. Contractor will provide adequate and timely consideration of the potentialities of small, HUBZone small, small disadvantaged, and women-owned small business concerns in all “make or buy” decisions.

ÿ D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, HUBZone small, small disadvantaged, and women-owned small business firms.

ÿ E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, HUBZone small, small disadvantaged, and women-owned small business concerns, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Contractor's Subcontracting Plan.

ÿ F. Contractor will ensure that the clause entitled “Utilization of Small Business Concerns” (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.

ÿ G. Contractor will cooperate in any studies or surveys as may be required.

ÿ H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.

ÿ I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.

ÿ J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295, as appropriate.

ÿ K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:

ÿ 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, HUBZone small, small disadvantaged, and women-owned small business concerns;

ÿ 2. Organizations contacted in an attempt to locate sources that are small, HUBZone small, small disadvantaged, or women-owned small business concerns;

ÿ 3. Records of each subcontract solicitation resulting in an award of more than \$100,000; indicate--

a. Whether small business concerns were solicited, and if not, why not;

b. Whether HUBZone small business concerns were solicited, and if not, why not;

c. Whether small disadvantaged business concerns were solicited, and if not, why not;

d. Whether women-owned small business concerns were solicited, and if not, why not; and

e. If applicable, the reason why award was not made to a small business concern;

ÿ 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;

ÿ 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements; and

ÿ 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. (\*\*)

#### PART IV

OFFEROR'S SIGNATURE

Typed Name and Title

Date

#### PART V DETERMINATION OF ADEQUACY/APPROVAL:

ÿ Division Chief approval, if no subcontracting opportunities determined.

Date

Contracting Officer

ÿ Approval 2 levels above CO if SDB Goal is less than 5%.

Date

Title/Signature

#### CONCURRENCE WITH DETERMINATION:

(If nonconcurrence, see attached rationale.)

DESC-DU \_\_\_\_\_ Date

DESC-P Form 1, Apr 99 (supersedes the May 96 version) – Previous editions are obsolete.